8 210A (Form 210A) (12/09)

In re Lehman Brothers Holdings, Inc.

UNITED STATES BANKRUPTCY COURT

Case No. 08-13555 (JMP)

TRANSFER OF CLAIM OT	HER THAN FOR SECURITY
A CLAIM HAS BEEN FILED IN THIS CASE or dehereby gives evidence and notice pursuant to Rule 3 than for security, of the claim referenced in this evidence.	001(e)(2), Fed. R. Bankr. P., of the transfer, other
JPMorgan Chase Bank, N.A.	ISP Financial Services Ltd. Name of Transferor
Name of Transferee Name and Address where notices to transferee should be sent: 1 Chase Manhattan Ptaza, MC NY1-A436, NY NY10005-1401, Susan McNamara	Court Claim # (if known): 67052 Amount of Claim: \$84,293.00 Date Claim Filed: 09/07/2010
Phone: 212-552-1038 Last Four Digits of Acct #: Name and Address where transferee payments should be sent (if different from above):	Phone:
Phone: Last Four Digits of Acet #:	
I declare under penalty of perjury that the information best of my knowledge and belief. By: Transferee/Transferee's Agent Will A. Mathell The had the Signatory	Date: 09/11/2010
Penalty for making a false statement: Fine of up to \$500,000 or impri	somment for up to 5 years, or both. 18 U.S.C. §§ 152 & 3571.

Final Form 11/20/09

AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM LEHMAN PROGRAM SECURITY

TO: THE DEBTOR AND THE BANKRUPTCY COURT

- For value received, the adequacy and sufficiency of which are hereby acknowledged ISP Financial Services Ltd. ("Seller") hereby unconditionally and irrevocably sells, transfers and assigns to JPMorgan Chase Bank, N.A. (the "Purchaser"), and Purchaser hereby agrees to purchase, as of the date hereof, (a) an undivided interest, to the extent of the applicable percentage specified in Schedule 1 attached hereto (the "Purchased Claim"), in Seller's right, title and interest in and to Original Proofs of Claim Numbers as listed in the first column of the chart in Schedule 1 filed by or on behalf of the entities listed in the fourth column of the chart in Schedule 1 ("Original Claimant") as amended by the Amended Proofs of Claim Numbers filed by the Seller as listed in the second column of the chart in Schedule 1 (collectively the "Proof of Claim") against Lehman Brothers Holdings, Inc., debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Southern District of New York (the "Court"), administered under Case No. 08-13555 (JMP) (the "Debtor"), (b) all rights and benefits of Seller relating to the Purchased Claim, including without limitation (i) any right to receive cash, securities, instruments, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to the Purchased Claim or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Claim, whether under a plan or reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "Bankruptcy Code")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Claim, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to the Purchased Claim, and (iv) any and all of Seller's right, title and interest in, to and under the transfer agreements, if any, under which Seller or any prior seller acquired the rights and obligations underlying or constituting a part of the Purchased Claim, but only to the extent related to the Purchased Claim, (c) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), and (c), the "Transferred Claims"), and (d) the security or securities (any such security, a "Purchased Security") relating to the Purchased Claim and specified in Schedule 1 attached hereto.
- 2. Seller hereby represents and warrants to Purchaser that: (a) the Original Proof of Claim was duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) the Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on http://www.lehman-docket.com as of July 17, 2009; (c) Seller owns and has good and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by Seller or against Seller; (d) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer; (e) the Proof of Claim includes the Purchased Claim specified in Schedule 1 attached hereto; and (f) Seller has not engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that will result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other unsecured creditors.
- Seller hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seiler by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the

Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Purchaser

- 4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein.
- Seller shall promptly (but in any event no later than three (3) business days) remit any payments, distributions or proceeds received by Seller in respect of the Transferred Claims to Purchaser. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.
- 6. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer, including, without limitation, cooperating to ensure the timely and accurate filling of any amendment to the Proof of Claim.
- 7. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is executed this // day of XOF, 2010.

ISP FINANCIAL SERVICES LTD.

Title: C.E.O.

Bellerivestrasse 33 P.O. Box 567 8034 Zurich Switzerland JPMORGAN CHASE BANK, N.A.

Name: Title:

By:

JPMorgan Chase Bank, N.A. Mail Code: NYI-A436

One Chase Manhattan Plaza - Floor 26

New York, New York 10005 ATTN: Susan McNamara

Transferred Claims

Purchased Claim

100%, i.e. USD \$3,779,151 of USD \$3,779,151 (the aggregate outstanding amount of the Amended Proof of Claim as of September __, 2010).

Lehman Programs Securities to which Transfer Relates

	Т				"		
Amended Proof of Claim Amount	(Ju USD)	674,347	421,467	126,440	28,098	14,049	14,049
Original Proof of Claim Amount	(In USD)	462,000	288,750	98,630	19,250	9,625	9,625
Amount (in ILS)		2,400,000	1,500,000	450,000	000'001	20,000	<u>50,000</u>
Maturity		11/2/2008	11/2/2008	11/2/2008	11/2/2008	11/2/2008	11/2/2008
Guarantor		Lehman Brothers Holdings Inc.					
Issuer		Lehman Brothers Securities Co. NV					
ISIN/CUSIP		XS0327348636	XS0327348636	XS0327348636	XS0327348636	XS0327348636	XS0327348636
Original Claimant		Meitav Tagmulim Clali	Meitav Hishtalmut	Meitav Pizuim Clali	Mettav Tagmulim Shares	Meitav Hishtalmut Shares	Meitav Gemel Ltd, the Managing Company of the Provident Fund Meitav Chisachon Pizuim
Docket No. of Transfer		11118	81111	811118	11118	81111	11118
Amended Proof of Claim Number	(filled 9/7/10)	67064	67065	67062	67063	67061	67060
Original Proof of Claim	I Militabel	50419	50416	50413	50411	50409	55233

Schedule 1-1

Lehman Meilav ISP - JPM Transfer Agreement - 21 POCs (v2).DOC

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Amended Proof of Claim Amouut (in USD)	112,391	84,293	608'615	337,173	112,391	28,098	14,049	84,293
Original Proof of Claim Amount (in USD)	77,000	57,750	334,325	216,860	72,290	18,070	9,035	54,220
Amount (in ILS)	400,000	300,000	1,850,000	1,200,000	400,000	100,000	50,000	300,000
Maturity	11/2/2008	11/2/2008	11/24/200	11/24/200 8	11/24/200 8	11/24/200 8	11/24/200 8	11/24/200 8
Guarantor	Lehman Brothers Holdings Inc.	Lehman Brothers Holdings Inc.	Lehman Brothers Holdings Inc.	Lehman Brothers Holdings Inc.	Lehman Brothers Holdings Inc.	Lehman Brothers Holdings Inc.	Lehman Brothers Holdings Inc.	Lehman Brothers Holdings Inc.
Issuer	Lehman Brothers Securities Co. NV	Lehman Brothers Securities Co. NV	Lehman Brothers Securities Co. NV	Lehman Brothers Securities Co. NV	Lehman Brothers Securities Co. NV	Lehman Brothers Securities Co. NV	Lehman Brothers Securities Co. NV	Lehman Brothers Securities Co. NV
ISIN/CUSIP	XS0327348636	XS0327348636	XS0330998781	XS0330998781	XS0330998781	XS0330998781	XS0330998781	XS0330998781
Original Claimant	Meitav Gemel Ltd, the Managing Company of the Provident Fund Meitav Chisachon	Meitav Gemel Ltd, the Managing Company of the Provident Fund Meitav Chisachon Histalmut	Meitav Tagmulim Clati	Meitav Hishtalmut	Meitav Pizuim Clali	Meitav Tagmulim Shares	Meitav Hishtalmut Shares	Meitav Gemel Ltd, the Managing Company of the Provident Fund Meitav Chisachon Gemel
Docket No. of Transfer to Seller	11118	111	11118	11118	11120	11120	11120	11120
Amended Proof of Claim Number	67059	67058	95029	67057	67054	67055	67053	67052
Original Proof of Claim Number	55234	55235	50420	50417	50414	50412	50410	55236

					' (J 0 01 10			
Amended Proof of Claim Amount (in USD)	70,244		505,760	365,271	112,391	14,049	84,293	56,196	3,779,151
Original Proof of Claim Amount (is USD)	45,180	:	384,690	277,850	85,500	10,410	62,457	41,640	2,623,157
Amount (in ILS)	250,000		1,800,000	1,300,000	400,000	50,000	300,000	200,000	13,450,000
Maturity	11/24/200 8		2/18/2009	2/18/2009	2/18/2009	2/18/2009	2/18/2009	2/18/2009	Total
Guarantor	Lehman Brothers Holdings Inc.		Lehman Brothers Holdings Inc.	Lehman Brothers Holdings Inc.	Lehman Brothers Holdings Inc.	Lehman Brothers Holdings Inc.	Lehman Brothers Holdings inc.	Lehman Brothers Holdings Inc.	
lssuer	Lehman Brothers Securities Co. NV		Lehman Brothers Securities Co. NV	Lehman Brothers Securities Co. NV	Lehman Brothers Securities Co. NV				
ISIN/CUSIP	XS0330998781	14	XS0346098881	XS0346098881	XS0346098881	XS0346098881	XS0346098881	XS0346098881	The second secon
Original Claimant	Meitav Gemel Ltd, the Managing Company of the Provident Fund Meitav Chisachon Histalmut	4	Meitav Tagnulim Clali	Meitav Hishtalmut Clali	Meitav Pizuim Clali	Meitav Gemel Ltd, the Managing Company of the Provident Fund Meitav Chisachon Pizuim	Meitav Gemel Ltd, the Managing Company of the Provident Fund Meitav Chisachon Gemel	Meitav Gemel Ltd, the Managing Company of the Provident Fund Meitav Chisachon	
Docket No. of Transfer to Seller	11120		11120	11120	11120	11120	11120	11123	
Amended Proof of Claim Number (filed 9/7/10)	67051		67050	67049	67048	67047	67046	67045	
Original Proof of Claim Number	55232		50421	50418	50415	55231	55229	55230	FIG.

Lehman Meitav ISP - JPM Transfer Agreement - 21 POCs (v2).DOC.

B 210A (Form 210A) (12/09)

UNITED STATES BANKRUPTCY COURT

In re Lehman Brothers Holdings, Inc.	Case No. <u>08-13555 (JMP)</u>
TRANSFER OF CLAIM OT	HER THAN FOR SECURITY
A CLAIM HAS BEEN FILED IN THIS CASE or de hereby gives evidence and notice pursuant to Rule 30 than for security, of the claim referenced in this evidence	001(e)(2), Fed. R. Bankr. P., of the transfer, other
JPMorgan Chase Bank, N.A.	ISP Financial Services Ltd.
Name of Transferee	Name of Transferor
Name and Address where notices to transferee should be sent: 1 Chase Manhattan Plaza, MC NY1-A436, NY NY10005-1401, Susan McNamara	Court Claim # (if known): 67053 Amount of Claim: \$14,049.00 Date Claim Filed: 09/07/2010
Phone: 212-552-1038	Phone: <u>+41434991476</u>
Last Four Digits of Acct #:	Last Four Digits of Acct. #:
Name and Address where transferee payments should be sent (if different from above):	
Phone: Last Four Digits of Acct #:	
l declare under penalty of perjury that the information best of my knowledge and belief. By: Transferee/Transferee's Agent A. Martmez Futhwized Symatory	Date: 09/11/2010
Penalty for making a fulse statement: Fine of up to \$500,000 or impris	onment for up to 5 years, or both. 18 U.S.C. §§ 152 & 3571.

Final Form 11/20/09

AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM LEHMAN PROGRAM SECURITY

TO: THE DEBTOR AND THE BANKRUPTCY COURT

- For value received, the adequacy and sufficiency of which are hereby acknowledged ISP Financial Services Ltd. ("Seller") hereby unconditionally and irrevocably sells, transfers and assigns to JPMorgau Chase Bank, N.A. (the "Purchaser"), and Purchaser hereby agrees to purchase, as of the date hereof, (a) an undivided interest, to the extent of the applicable percentage specified in Schedule 1 attached hereto (the "Purchased Claim"), in Seller's right, title and interest in and to Original Proofs of Claim Numbers as listed in the first column of the chart in Schedule 1 filed by or on behalf of the entities listed in the fourth column of the chart in Schedule 1 ("Original Claimant") as amended by the Amended Proofs of Claim Numbers filed by the Seller as listed in the second column of the chart in Schedule 1 (collectively the "Proof of Claim") against Lehman Brothers Holdings, Inc., debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Southern District of New York (the "Court"), administered under Case No. 08-13555 (JMP) (the "Debtor"), (b) all rights and benefits of Seller relating to the Purchased Claim, including without limitation (i) any right to receive cash, securities, instruments, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to the Purchased Claim or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Claim, whether under a plan or reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "Bankruptcy Code")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Claim, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to the Purchased Claim, and (iv) any and all of Seller's right, title and interest in, to and under the transfer agreements, if any, under which Seller or any prior seller acquired the rights and obligations underlying or constituting a part of the Purchased Claim, but only to the extent related to the Purchased Claim, (c) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), and (c), the "Transferred Claims"), and (d) the security or securities (any such security, a "Purchased Security") relating to the Purchased Claim and specified in Schedule 1 attached hereto.
- Seller hereby represents and warrants to Purchaser that: (a) the Original Proof of Claim was duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) the Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on http://www.lehman-docket.com as of July 17, 2009; (c) Seller owns and has good and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by Seller or against Seller; (d) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer; (e) the Proof of Claim includes the Purchased Claim specified in Schedule 1 attached hereto; and (f) Seller has not engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that will result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other unsecured creditors.
- Seller hereby waives any objection to the transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the

Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim he delivered or made to Purchaser

- 4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described berein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein.
- 5. Seller shall promptly (but in any event no later than three (3) business days) remit any payments, distributions or proceeds received by Seller in respect of the Transferred Claims to Purchaser. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.
- 6. Each of Setter and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer, including, without limitation, cooperating to ensure the timely and accurate filling of any amendment to the Proof of Claim.
- 7. Seller's and Purchaser's rights and obligations bereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is executed this // day of Sept 2010.

ISP FINANCIAL SERVICES LTD.

Name: K.T. IT

Beflerivestrasse 33 P.O. Box 567 8034 Zurich Switzerland JPMORGAN CHASE BANK, N.A.

Name: Title:

JPMorgan Chase Bank, N.A Mail Code: NY1-A436

One Chase Manhattan Plaza - Floor 26

New York, New York 10005 ATTN: Susan McNamara

Transferred Claims

Purchased Claim

100%, i.e. USD \$3,779,151 of USD \$3,779,151 (the aggregate outstanding amount of the Amended Proof of Claim as of September ___, 2010).

Lehman Programs Securities to which Transfer Relates

	r	-	Maturity 1	Amount	Orkinal	Amended
Original Claimant ISIN/CUSIF				(S. II. S.)	Proof of	Proof of
			<u></u>		Claim	Caim
	_	-			Amount	Amount
			_		(da USD)	(In USD)
Meitav Taamulin XS03	XS0327348636 Lehman Brothers Lehman Brothers		11/2/2008	2,400,000	462,000	674,347
_	Securities Co. NV Holdings Inc.	inc.				
v Hishtalmut	XS0327348636 Lehman Brothers Lehman Brothers	_	11/2/2008	1,500,000	288,750	421,467
Clati	Securities Co. NV Holdings Inc.	Inc.				
v Piznim	XS0327348636 Lehman Brothers Lehman Brothers	iers	7 8002/2/11	450,000	86,630	126,440
Clati	Securities Co. NV Holdings Inc.	. Inc.				
ry Tagmulim	-	iers	11/2/2008	100,001	19,250	28,098
Shares	Securities Co. NV Holdings Inc.	Inc.	1			
Hisbialmut	Т	23	11/2/2008	20,000	9,625	14,049
Share	Securities Co. NV Holdings Inc.	Inc.	_			
Geinel Ltd.	XS0327348636 Lehman Brothers Lehman Brothers	_	11/2/2008	20,000	9,625	14,049
the Managing	Securities Co. NV Holdings Inc.	i Inc.	_			
Company of the						
Provident Fund						
Meitav Chisachon						
Pizuim	<u> </u>					

Schedule 1-1

Lehman Meitav ISP - JPM Transfer Agreement - 21 POCs (v2). DOC.

Original Proof of Claim Number	Amended Proof of Claim Number (filed 97710)	Docket No. of Transfer to Seller	Original Claimant	ISIN/CUSIP	Issuer	Guarantor	Maturity		Original Proof of Claim Amount (in USD)	Amended Proof of Claim Amount (in USD)
55234	67059	1118	Meitav Gemel Ltd, the Managing Company of the Provident Fund Meitav Chisachon Gemel	XS0327348636	Lehman Brothers Securities Co. NV	Lehnan Brothers Holdings Inc.	11/2/2008	400,000	77,000	112,391
55235	67058	CC 	Meitav Gemel Ltd, the Managing Company of the Provident Fund Meitav Chisachon Histalmut	XS0327348636	Lehman Brothers Securities Co. NV	Lehman Brothers Holdings Inc.	11/2/2008	300,000	57,750	84,293
50420	95029	11118	Meitav Tagmulim Cloli	XS0330998781	Lehman Brothers Securities Co. NV	Lehman Brothers Holdings Inc.	11/24/200	1,850,000	334,325	519,809
50417	67057	81111	Meitav Hishtalmut Clali	XS0330998781	Lehman Brothers Securities Co. NV	ers	11/24/200 8	1,200,000	216,860	337,173
50414	67054	11120	Meitav Pizuim Claji	XS0330998781	Lehman Brothers Securities Co. NV	ners	11/24/200 8	400,000	72,290	112,391
50412	67055	11120	Meitav Tagmulim Shares	XS0330998781	Lehman Brothers Securities Co. NV	Lehman Brothers Holdings Inc.	11/24/200 8	100,000	18,070	28,098
50410	67053	11120	Meitav Hishtalmut Shares	XS0330998781	Lehman Brothers Securities Co. NV	Lehman Brothers Holdings Inc.	11/24/200 8	50,000	9,035	14,049
55236	67052	11120	Meitav Gemel Ltd, the Managing Company of the Provident Fund Meitav Chisachon Gemel	X\$0330998781	Lehman Brothers Securities Co. NV	Lehman Brothers Holdings Inc.	11/24/200 8	300,000	54,220	84,293

Lehman Meitav ISP - JPM Transfer Agreement - 21 POCs (v2).DOC

Amended Proof of Claim Amount (in USD)	70,244	505.760	365,271	112,391	14,049	84,293	961'99	3,779,151
Original Proof of Claim Amount (in USD)	45,180	384,690	277,850	85,500	10,410	62,4 <i>57</i>	41,640	2,623,157
Amount (in ILS)	250,000	1,800,000	1,300,000	400,000	50,000	300,000	200,000	13,450,000
	11/24/200 8	2/18/2009	2/18/2009	6002/81/2	2/18/2009	2/18/2009	2/18/2009	Total
Guarantor	Lehman Brothers Holdings Inc.	Lehman Brothers	Lehman Brothera Holdings Inc.	Lehman Brothers Holdings Inc.	Lehman Brothers Holdings Inc.	Lehman Brothers Holdings Inc.	Lehman Brothers Holdings inc.	
Issuer	Lehman Brathers Securities Co. NV	Lehman Brothers	Lehman Brothers Securities Co. NV	Lehman Brothers Securities Co. NV	Lehman Brothers Securities Co. NV	Lehman Brothers Securities Co. NV	Lehman Brothers Securities Co. NV	***************************************
ISIN/CUSIP	X80330998781	XS0346098881	XS0346098881	XS0346098881	XS0346098881	XS0346098881	XS0346098881	
Original Claimant	Meitav Gemel Ltd, the Managing Company of the Provident Fund Meitav Chisachon Histalmut	Meitav Tagmulim	Clali Meitav Hishtalmut	Meitav Pizuim Clali	Meitav Gemel Ltd, the Managing Company of the Provident Fund Meitav Chisachon	Meitav Gemel Ltd, the Managing Company of the Provident Fund Meitav Chisachon Gemel	Meitav Gernel Ltd, the Managing Company of the Provident Fund Meitav Chisachon	minacin.
Docket No. of Transfer to Seller	11120	11120	11120	11120	11120	11120	11121	Saf
Amended Proof of Claim Number	67051	67050	67049	67048	67047	67046	67045	
Original Proof of Claim Number	55232	50421	50418	50415	55231	55229	55230	

Lehman Meitav ISP - JPM Dransfer Agreement - 21 POCs (v2).DOC

B 210A (Form 210A) (12/09)

UNITED STATES BANKRUPTCY COURT

In re Lehman Brothers Holdings, Inc.	Case No. 08-13555 (JMP)
TRANSFER OF CLAIM OTHE A CLAIM HAS BEEN FILED IN THIS CASE or deem hereby gives evidence and notice pursuant to Rule 3001 than for security, of the claim referenced in this evidence	ed filed under 11 U.S.C. § 1111(a). Transferee (e)(2), Fed. R. Bankr. P., of the transfer, other
JPMorgan Chase Bank, N.A.	ISP Financial Services Ltd.
Name of Transferee	Name of Transferor
Name and Address where notices to transferee should be sent: 1 Chase Manhattan Plaza, MC NY1-A436, NY NY10005-1401, Susan McNamara Phone: 212-552-1038 Last Four Digits of Acct #: Name and Address where transferee payments	Court Claim # (if known):67054
Phone:	
I declare under penalty of perjury that the information plest of my knowledge and belief. By: Transferee/Transferee's Agent Penalty for making a false statement: Fine of up to \$500,000 or insprisonment.	Date: 09/11/2010

Final Form 11/20/09

AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM LEHMAN PROGRAM SECURITY

TO: THE DEBTOR AND THE BANKRUPTCY COURT

- For value received, the adequacy and sufficiency of which are hereby acknowledged ISP Financial Services Ltd. ("Seller") hereby unconditionally and irrevocably sells, transfers and assigns to JPMorgan Chase Bank, N.A. (the "Purchaser"), and Purchaser hereby agrees to purchase, as of the date hereof, (a) an undivided interest, to the extent of the applicable percentage specified in Schedule 1 attached hereto (the "Purchased Claim"), in Seller's right, title and interest in and to Original Proofs of Claim Numbers as listed in the first column of the chart in Schedule 1 filed by or on behalf of the entities listed in the fourth column of the chart in Schedule 1 ("Original Claimant") as amended by the Amended Proofs of Claim Numbers filed by the Seller as listed in the second column of the chart in Schedule 1 (collectively the "Proof of Claim") against Lehman Brothers Holdings, Inc., debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Southern District of New York (the "Court"), administered under Case No. 08-13555 (JMP) (the "Debtor"), (b) all rights and benefits of Seller relating to the Purchased Claim, including without limitation (i) any right to receive cash, securities, instruments, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to the Purchased Claim or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Claim, whether under a plan or reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "Bankruptcy Code")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Claim, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to the Purchased Claim, and (iv) any and all of Seller's right, title and interest in, to and under the transfer agreements, if any, under which Seller or any prior seller acquired the rights and obligations underlying or constituting a part of the Purchased Claim, but only to the extent related to the Purchased Claim, (c) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), and (c), the "Transferred Claims"), and (d) the security or securities (any such security, a "Purchased Security") relating to the Purchased Claim and specified in Schedule 1 attached hereto.
- 2. Seller hereby represents and warrants to Purchaser that: (a) the Original Proof of Claim was duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) the Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on http://www.lehman-docket.com as of July 17, 2009; (c) Seller owns and has good and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by Seller or against Seller; (d) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer; (e) the Proof of Claim includes the Purchased Claim specified in Schedule 1 attached hereto; and (f) Seller has not engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that will result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other unsecured creditors.
- 3. Seller hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the

Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Purchaser.

- 4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Selfer hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein.
- 5. Seller shall promptly (but in any event no later than three (3) business days) remit any payments, distributions or proceeds received by Seller in respect of the Transferred Claims to Purchaser. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.
- 6. Each of Selter and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer, including, without limitation, cooperating to ensure the timely and accurate filling of any amendment to the Proof of Claim.
- 7. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is executed this / day of .Cof., 2010.

ISP FINANCIAL SERVICES LTD.

Name: Roy 74

Bellerivestrasse 33 P.O. Box 567 8034 Zurich Switzerland JPMORGAN CHASE BANK, N.A.

By: Name: Title:

JPMorgan Chase Bank, N.A. Mail Code: NY1-A436

One Chase Manhattan Plaza - Floor 26

New York, New York 10005 ATTN: Susan McNamara

Transferred Claims

Purchased Claim

100%, i.e. USD \$3,779,151 of USD \$3,779,151 (the aggregate outstanding amount of the Amended Proof of Claim as of September __, 2010).

Lehman Programs Securities to which Transfer Relates

							R.E. of to mile.	Amount	Original	Amended
Original	Amended	Docket	Original Claimant	ISINACUSIF	188not		וענשותו וול		- P	
Proof of	Proof of	No. of						(ST 12)	Fr001 01	Pro01 01
Tie C	Claim	Transfer							Claim	Claim
No.	Number	to Sallor							Amount	Amount
	(filed 9/7/10)								(in USD)	(in USD)
\$0410	67064	11118	Meitav Tagmulim	XS0327348636	Lehman Brothers	Lehman Brothers	11/2/2008	2,400,000	462,000	674,347
<u> </u>	}	!	Ciali		Securities Co. NV	Holdings Inc.				
50416	67065	8111	Meitav Hishtalmut	XS0327348636	Lehman Brothers	Lehman Brothers	11/2/2008	1,500,000	288,750	421,467
	-	}	Ceri		Securities Co. NV	Holdings Inc.				
50413	62062	11118	Meitav Pizuim	XS0327348636	Lehman Brothers	Lehman Brothers	11/2/2008	450,000	86,630	126,440
))	Cali		Securities Co. NV	Holdings Inc.				
50411	67063	8	Meitav Tagmulim	XS0327348636	Lehman Brothers	Lehinan Brothers	11/2/2008	100,000	19,250	28,098
:			Shares		Securities Co. NV	Holdings Inc.				
50409	67061	11118	Meitay Hishtalmut	XS0327348636	Lehman Brothers	Lehman Brothers	11/2/2008	20,000	9,625	14,049
<u>;</u>	<u>.</u>	!	Shares		Securities Co. NV	Holdings Inc.				
55233	09029	11118	Meitav Gemel Ltd.	XS0327348636	Lehman Brothers	Lehman Brothers	11/2/2008	20,000	9,625	14,049
	2		the Managing		Securities Co. NV	Holdings Inc.				
			Company of the							
			Provident Fund							
			Meitay Chisachon							·
			Pizuim							

Schedule 1-1

Lehman Meitav ISP - JPM Transfer Agreement - 21 POCs (v2). DOC

Outstand	4	Docker	Original Claimant	ISIN/CUSIP	Issuer	Guarantor	Maturity	Amount	Original	Amended
Original	Allicinoca	No. of	_					(in ILS)	Proofof	Proof of
Pro61 01	rroot of	Transfer				•			Claim	Claim
		A Callen							Amount	Amount
Number	(filed 9/7/10)	To Seller							(in USD)	(in USD)
55234	67029	8118	Meitav Gemel Ltd,	XS0327348636	Lehman Brothers	Lehman Brothers	11/2/2008	400,000	77,000	112,391
			the Managing	•	Securities Co. NV	Holdings Inc.			·····	
			Company of the			•••			•	
			Provident Fund					·		
			Meitav Chisachon							
			Gemel				00000	200 000	67.750	207 207
55235	67058	81111	Meitav Gemel Ltd,	XS0327348636	Lehman Brothers	Lehman Brothers	11/2/2008	200,000	27,75	
			the Managing		Securities Co. NV	Holdings Inc.				
			Company of the							
			Provident Fund							•
			Meitav Chisachon	,						
			THREALING							
				190000000000000000000000000000000000000	I ahmon Drothore	I ahman Renthere	1174700	1.850.000	334,325	608'615
50420	67056	e	Meitav Tagmulim	X20330998781	Securities Co. NV					
						1	WW. 7 W	1 200 000	216 860	227 173
50417	67057	11118	Meitav Hishtalmut	XS0330998781	Cehman Brothers	Lenman Brothers Holdings Inc.	N24/200	1,000,000	000017	
			Clan		Securities Co. 18 V	+		400,000	72 200	115 301
50414	67054	11120	Meitav Pizuim	XS0330998781	Lehman Brothers	Sers	11/24/200	400,000	14,430	1/2/211
			Clali		Securides Co. NV	-1	0	000	000	90 000
50412	67055	11120	Meitav Tagmulim	XS0330998781	Lehman Brothers	Lehman Brothers	11/24/200	100,000	0/0,81	960'97
	:		Shares		Securities Co. NV	Holangs Inc.	0	40.000	2000	34.040
50410	67053	11120	Meitav Hishtalmut	XS0330998781	Lehman Brothers	Lehman Brothers	11/24/200	200,000	Cco's	14,049
			Shares		Securities Co. NV	Holdings Inc.	8			1,4
55236	52055	11120	Meitav Gemel Ltd.	XS0330998781	Lehman Brothers	Lehman Brothers	11/24/200	300,000	54,220	84,293
	}		the Managing		Securities Co. NV	Holdings Inc.	D			
			Company of the							
			Provident Fund							-
,-			Meitav Chisachon							
			Gemel							

	_				10 01 10			
Amended Proof of Ctalm Amount (in USD)	70,244	505,760	1/2,002	112,391	14,049	84,293	56,196	3,779,151
Original Proof of Claim Amount (in USD)	45,180	384,690	277.850	000,08	10,410	62,457	41,640	2,623,157
Amount (in ILS)	250,000	000,008,1	1,300,000	400,000	50,000	360,000	200,000	13,450,000
Maturity	11/24/200 8	5/18/2009	2/18/2009	2/18/2009	2/18/2009	2/18/2009	2/18/2009	Total
Guarantor	Lehman Brothers Foldings Inc.	Lehman Brothers Holdings Inc.	Lehman Brothers Holdings Inc.	Lehman Brothers Holdings Inc.	Lehman Brothers Holdings Inc.	Lehman Brothers Holdings inc.	Lebman Brothers Holdings Inc.	
Issuer	Lehman Brothers Securities Co. NV	Lehman Brothers Securities Co. NV	Lehman Brothers Securities Co. NV	Lehman Brothers Securities Co. NV	Lehman Brothers Securities Co. NV	Lehman Brothers Securities Co. NV	Lohman Brothers Securities Co, NV	
ISIN/CUSIP	XS0330998781	XS0346098881	XS0346098881	XS0346098881	XS0346098881	XS0346098881	XS0346098881	
Original Claimant	Meitav Gemel L1d, the Managing Company of the Provident Fund Meitav Chisachon Histalmut	Meitav Tagmulita Clali	Meitav Hishtalmut Clafi	Meitav Pizuim Clali	Meitav Gemel Ltd, the Managing Company of the Provident Fund Meitav Chisachon	Meitav Gemel Ltd, the Menaging Company of the Provident Fund Meitav Chisachon	Metrav Gemel Ltd, the Managing Company of the Provident Fund Metrav Chisnchon	1
Docket No. of Transfer to Seller	11120	11120	11120	11120	11120	11120	11121	Ž.
Amended Proof of Claim Number	67051	67050	67049	67048	67047	67046	67045	\$\$.
Original Proof of Claim Number	55232	50421	50418	50415	55231	55229	55230	水

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